

RESOLUTION NO. 98-2010

AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO SIGN AND ENTER INTO AN AGREEMENT TITLED WINTER TRAFFIC SERVICES FIVE-YEAR CONTRACT WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR THE CITY TO PERFORM SNOW AND ICE CLEARANCE FOR STATE HIGHWAYS AND BRIDGES.

WHEREAS, the Pennsylvania Department of Transportation contracts with municipalities to perform snow and ice clearance for State Highways and bridges and reimburse the municipality for labor and materials for these activities; and

WHEREAS, the City has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for State Highways and bridges; and

WHEREAS, the City of Reading desires to contract with the Pennsylvania Department of Transportation so that the City may provide these services for State Highways and bridges located within the City; and

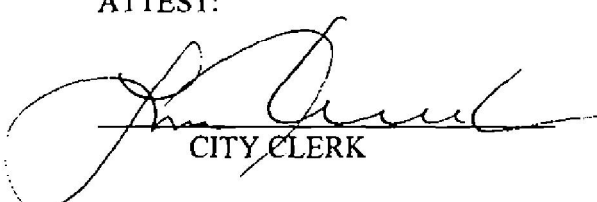
WHEREAS, the City of Reading acknowledges the responsibility to perform the snow and ice clearance shall be in a manner satisfactory to the Commonwealth in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING, Berks County, and it is hereby resolved by authority of the same, that the Mayor of the City of Reading be authorized and directed to sign the Winter Traffic Services Five-Year Contract on its behalf.

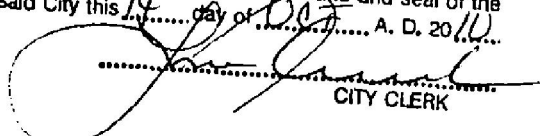
PASSED COUNCIL Oct 11 2010


COUNCIL PRESIDENT

ATTEST:


CITY CLERK

Public Works

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 10 day of Oct, A. D. 2010. Witness my hand and seal of the said City this 14 day of Oct, A. D. 2010.

CITY CLERK

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

WINTER TRAFFIC SERVICES 5 - YEAR

AGREEMENT NO 051108/39000

FID/SSN # 23-6001907

SAP VENDOR # 138883

THIS AGREEMENT, fully executed and approved this _____ day of _____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH").

AND

the CITY OF READING, BERKS COUNTY of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

WITNESSETH;

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389; all as supplemented and amended; and,

WHEREAS, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of 10 - 11 ; 11 - 12 ; 12 - 13 ; 13 - 14 ; and 14 - 15 . (the "Winter Season" for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit "A" attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications ("Publication 408"), policies and procedures set forth in the PennDOT MORIS Highway Maintenance Foreman Manual ("Publication 113") and the PennDOT Maintenance Manual ("Publication 23"), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile needed permit applications and obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved. The MUNICIPALITY shall perform all services for this amount, regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established amount or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors or contractors during the performance of, or resulting from, the performance under this Agreement.
5. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
6. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives.
7. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided.
8. Incorporated by reference as part of this Agreement, as though physically attached to it, are the COMMONWEALTH Nondiscrimination / Sexual Harassment Clause (dated June 30, 1999), the Contractor Integrity Provisions (dated December 20, 1991), the Provisions Concerning the Americans with Disabilities Act (January 16, 2001) and the Contractor Responsibility Provisions (dated April 16, 1999).
9. The MUNICIPALITY agrees that the COMMONWEALTH may offset the amount of any state tax or COMMONWEALTH liability of the MUNICIPALITY or its affiliates and subsidiaries that is owed to the COMMONWEALTH against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.
10. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:

(a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.

(b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.

(c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

11. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
12. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before September 15th of the Winter Season in question.
13. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "B" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST**MUNICIPALITY**

[Signature] 10/12/10
Title: _____ DATE
City Clerk

BY [Signature] 10/12/10
Title: _____ DATE
PRESIDENT OF COUNCIL

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

for Chief Counsel Date

Certified Funds Available Under

SAP DOCUMENT NO. 051108/39000
SAP FUND 1058210/11/12/13/14712
SAP COST CENTER 7840510000
GL. ACCOUNT 6344450
AMOUNT \$268,447.51

BY _____
for Comptroller Date

Contract No. 051108/39000, is split 0 %, expenditure amount of \$0.00 for federal funds and 100 %, expenditure amount of \$268,447.51 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is winter activities; 1058210/11/12/13/14712.

Preapproved Form: OGC No. 18-K-244
Appv'd OAG 11/01/02

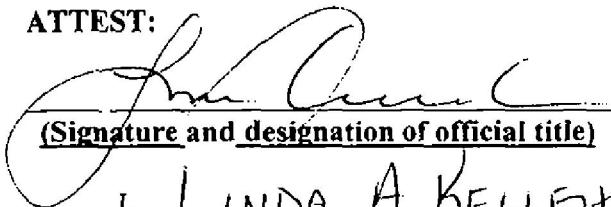
RESOLUTION

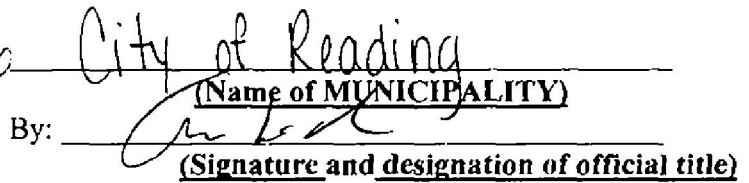
BE IT RESOLVED, by authority of the CITY COUNCIL
(Name of governing body)
of the CITY OF READING, _____ County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the MAYOR of
(designate official title)

said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:


(Signature and designation of official title)

City of Reading
(Name of MUNICIPALITY)
By: 
(Signature and designation of official title)

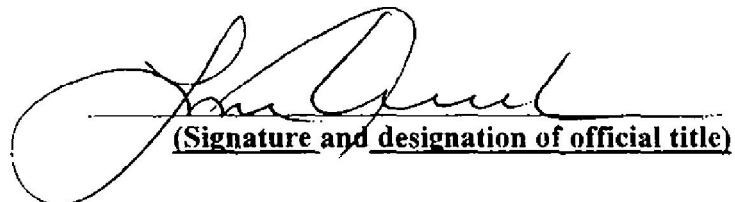
I, LINDA A KELLEHER
(Name)
of the CITY OF READING, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)
(Official title)

is a true and correct copy of the Resolution adopted at a regular meeting of the

CITY COUNCIL, held the 11 day of OCT, 20 10
(Name of governing body)

DATE:

10/14/10


(Signature and designation of official title)

NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.

EXHIBIT B

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Revised February 1, 2010

ATTACHMENT "A"

MUNICIPAL WINTER TRAFFIC SERVICES AGREEMENTS RATE SCHEDULE

Published by the

COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF TRANSPORTATION BUREAU OF MAINTENANCE AND OPERATIONS

For use during Fiscal Year 2010/11

County	"C"	"D"/"E"	County	"C"	"D"/"E"	
Crawford	\$1,172.27	\$1,023.79	Bucks	\$787.05	\$787.05	
Erie	\$1,649.90	\$1,491.03	Chester	\$787.05	\$787.05	
Forest	\$1,172.27	\$1,023.79	Delaware	\$787.05	\$787.05	
Mercer	\$1,172.27	\$1,023.79	Montgomery	\$787.05	\$787.05	
Venango	\$1,172.27	\$1,023.79	Adams	\$787.05	\$639.61	
Warren	\$1,172.27	\$1,023.79	Cumberland	\$787.05	\$639.61	
Centre	\$1,117.24	\$971.87	Franklin	\$787.05	\$639.61	
Clearfield	\$1,172.27	\$1,023.79	York	\$787.05	\$639.61	
Clinton	\$1,117.24	\$971.87	Dauphin	\$787.05	\$639.61	
Cameron	\$1,117.24	\$971.87	Lancaster	\$787.05	\$639.61	
McKean	\$1,442.23	\$1,280.25	Lebanon	\$787.05	\$639.61	
Potter	\$1,260.53	\$1,102.70	Perry	\$956.30	\$798.47	
Mifflin	\$956.30	\$799.51	Bedford	\$956.30	\$798.47	
Elk	\$1,172.27	\$1,023.79	Blair	\$956.30	\$798.47	
Juniata	\$956.30	\$799.51	Cambria	\$1,570.99	\$1,425.62	
Columbia	\$956.30	\$799.51	Fulton	\$863.89	\$733.06	
Lycoming	\$1,117.24	\$971.87	Huntingdon	\$956.30	\$798.47	
Montour	\$956.30	\$799.51	Somerset	\$1,570.99	\$1,425.62	
Northumberland	\$956.30	\$799.51	Armstrong	\$1,172.27	\$1,023.79	
Snyder	\$956.30	\$799.51	Butler	\$1,172.27	\$1,023.79	
Sullivan	\$1,117.24	\$971.87	Clarion	\$1,172.27	\$1,023.79	
Tioga	\$1,260.53	\$1,102.70	Indiana	\$1,172.27	\$1,023.79	
Union	\$956.30	\$799.51	Jefferson	\$1,172.27	\$1,023.79	
Bradford	\$1,260.53	\$1,102.70		"B"	"C"	"D"/"E"
Lackawanna	\$1,260.53	\$1,102.70	Allegheny	\$1,437.04	\$1,172.27	\$1,023.79
Luzerne	\$1,260.53	\$1,102.70	Beaver	\$1,437.04	\$1,172.27	\$1,023.79
Pike	\$1,117.24	\$971.87	Lawrence	\$1,172.27	\$1,172.27	\$1,023.79
Susquehanna	\$1,260.53	\$1,102.70		"C"	"D"/"E"	
Wayne	\$1,117.24	\$971.87	Fayette	\$1,321.79	\$1,159.81	
Wyoming	\$1,117.24	\$971.87	Greene	\$1,172.27	\$1,023.79	
Berks	\$787.05	\$639.61	Washington	\$1,172.27	\$1,023.79	
Carbon	\$1,117.24	\$971.87	Westmoreland	\$1,321.79	\$1,159.81	
Lehigh	\$787.05	\$639.61				
Morroc	\$1,117.24	\$971.87	In the event MFC "B" roads are serviced by the Municipalities, they are to be paid at "C" rates (except 11-0)			
Northampton	\$787.05	\$639.61				
Schuylkill	\$956.30	\$799.51				

NO MFC "A" ROADS ARE TO BE SERVICED BY MUNICIPALITIES!

EXHIBIT "A"

COUNTY	BERKS	AGREEMENT # 051108 / 39000												
MUNICIPALITY	CITY OF READING	WINTER SEASON 2010-11												
		YEAR 1 OF 5												
STATE ROUTE	LOCAL NAME	MILEAGE WORKSHEET (OPTIONAL) (Equal to the linear miles times the number of lanes)												
		BEGINNING SEG	OFFSET	ENDING SEG	OFFSET	LINEAR MILES	MFC CLASS	RATE / LANE	NUMBER OF LANE	COST	"B"	"C"	"D"	"E"
61	CENTER AVENUE	0010	0000	0050	0000	1.61	B	\$787.05	3	\$3,801.45	4.83	0.00	0.00	0.00
222	T.R. 222	0150	0000	0180	0000	1.37	B	\$787.05	4	\$4,313.03	5.48	0.00	0.00	0.00
2003	N & S FOURTH STREET	0011	0000	0021	0000	0.65	B	\$787.05	2	\$1,023.17	1.30	0.00	0.00	0.00
2005	T.R. 222	0010	0000	0020	0000	0.41	B	\$787.05	4	\$1,290.76	1.64	0.00	0.00	0.00
2005	T.R. 625	0020	0000	0030	0000	0.53	B	\$787.05	3	\$1,251.41	1.59	0.00	0.00	0.00
2005	NORTH FIFTH STREET	0030	0000	0070	0000	2.14	B	\$787.05	4	\$6,737.15	8.56	0.00	0.00	0.00
2008	FRANKLIN STREET	0010	0000	0020	2303	0.85	B	\$787.05	2	\$1,337.99	1.70	0.00	0.00	0.00
2010	WASHINGTON STREET	0011	0000	0021	2432	0.82	B	\$787.05	2	\$1,290.76	1.64	0.00	0.00	0.00
2021	PERKIOMEN AVENUE	0060	0373	0090	0000	1.26	B	\$787.05	3	\$2,975.05	3.78	0.00	0.00	0.00
2087	CENTER AVENUE	0010	0000	0010	0786	0.15	B	\$787.05	3	\$354.17	0.45	0.00	0.00	0.00
3422	PENN STREET BRIDGE	0050	0266	0050	2403	0.41	B	\$787.05	4	\$1,290.76	1.64	0.00	0.00	0.00

TOTAL B

10.20

\$25,665.70

COUNTY BERKS

MUNICIPALITY CITY OF READING

AGREEMENT # 051108 / 39000
WINTER SEASON 2010-11

YEAR 1 OF 5

WINTER SEASON 2010-11

STATE ROUTE	LOCAL NAME	BEGINNING		ENDING		LINEAR MILES	MFC CLASS	RATE/ LANE	NUMBER OF LANE	MILEAGE WORKSHEET (OPTIONAL) (Equal to the linear miles times the number of lanes)				
		SEG	OFFSET	SEG	OFFSET					"B"	"C"	"D"	"E"	
10	T.R. 10	0280	2657	0300	0000	0.43	C	\$787.05	2	\$676.86	0.00	0.86	0.00	0.00
10	T.R. 10	0300	0000	0300	3167	0.60	C	\$787.05	3	\$1,416.69	0.00	1.80	0.00	0.00
183	T.R. 183	0020	0000	0030	0000	0.20	C	\$787.05	2	\$314.82	0.00	0.40	0.00	0.00
183	T.R. 183	0030	0000	0040	0000	0.36	C	\$787.05	4	\$1,133.35	0.00	1.44	0.00	0.00
183	T.R. 183	0040	0000	0050	0000	0.54	C	\$787.05	3	\$1,275.02	0.00	1.62	0.00	0.00
625	T.R. 625	0170	0881	0170	1540	0.13	C	\$787.05	3	\$306.95	0.00	0.39	0.00	0.00
2003	N & S FOURTH STREET	0021	0000	0021	2745	0.52	C	\$787.05	2	\$818.53	0.00	1.04	0.00	0.00
2004	T.R. 222	0020	0159	0020	1829	0.32	C	\$787.05	2	\$503.71	0.00	0.64	0.00	0.00
2006	T.R. 183	0010	0000	0010	3162	0.80	C	\$787.05	2	\$944.46	0.00	1.20	0.00	0.00
2006	T.R. 183	0021	0000	0031	0601	0.32	C	\$787.05	3	\$755.57	0.00	0.96	0.00	0.00
2007	N & S NINTH STREET	0020	0000	0050	0000	1.12	C	\$787.05	2	\$1,762.99	0.00	2.24	0.00	0.00
2007	SPRING STREET	0050	0000	0070	0000	0.66	C	\$787.05	2	\$1,038.91	0.00	1.32	0.00	0.00
2007	SPRING STREET	0070	0000	0080	0000	0.31	C	\$787.05	3	\$731.96	0.00	0.93	0.00	0.00
2009	WALNUT STREET	0010	0000	0020	0278	0.21	C	\$787.05	2	\$330.56	0.00	0.42	0.00	0.00
2009	WALNUT STREET	0020	0278	0060	0000	1.05	C	\$787.05	3	\$2,479.21	0.00	3.15	0.00	0.00
2009	HAMPDEN BOULEVARD	0060	0000	0080	1480	1.08	C	\$787.05	3	\$2,550.04	0.00	3.24	0.00	0.00
2011	HEISTER LANE	0010	0000	0020	0000	0.43	C	\$787.05	2	\$676.86	0.00	0.86	0.00	0.00
2011	SPRING STREET	0020	0000	0024	0000	0.21	C	\$787.05	3	\$495.84	0.00	0.63	0.00	0.00
2012	WALNUT STREET	0010	0000	0020	3263	1.03	C	\$787.05	2	\$1,621.32	0.00	2.06	0.00	0.00
2014	SPRING STREET	0010	0000	0020	0000	0.23	C	\$787.05	2	\$62.04	0.00	0.46	0.00	0.00
2014	SPRING STREET	0020	0000	0030	0000	0.39	C	\$787.05	3	\$920.85	0.00	1.17	0.00	0.00
2014	SPRING STREET	0030	0000	0030	2310	0.44	C	\$787.05	2	\$692.60	0.00	0.88	0.00	0.00
2039	PERKIOMEN AVENUE	0010	0000	0010	3260	0.62	C	\$787.05	3	\$1,463.91	0.00	1.86	0.00	0.00
2075	SPRING STREET	0011	0000	0011	0459	0.09	C	\$787.05	3	\$212.50	0.00	0.27	0.00	0.00
3030	KENHORST BOULEVARD	0010	1230	0010	1456	0.04	C	\$787.05	3	\$94.45	0.00	0.12	0.00	0.00

TOTAL C

11.93

\$23,580.02

EXHIBIT "A"

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COUNTY BERKS

MUNICIPALITY CITY OF READING

AGREEMENT # 051108 / 39000
WINTER SEASON 2010-11

YEAR 1 OF 5

STATE ROUTE	LOCAL NAME	BEGINNING SEG OFFSET	ENDING SEG OFFSET	LINEAR MILES	MFC CLASS	RATE / LANE	NUMBER OF LANES	COST	MILEAGE WORKSHEET (OPTIONAL) (Equal to the linear miles times the number of lanes)					
									"B"	"C"	"D"	"E"		
2004	T.R. 222	0010	0000	0.58	D	\$639.61	2	\$741.95	0.00	0.00	1.16	0.00		
2021	N & S ELEVENTH STREET	0090	0000	0.21	D	\$639.61	2	\$268.64	0.00	0.00	0.42	0.00		
2085	N & S ELEVENTH STREET	0010	0000	0.12	D	\$639.61	2	\$153.51	0.00	0.00	0.24	0.00		
2073	PERKIOMEN AVENUE	0011	0000	0.08	D	\$639.61	3	\$153.51	0.00	0.00	0.24	0.00		
TOTAL D									0.99					
TOTAL MUNICIPALITY									23.12	32.61	29.96	2.06	0.00	64.63
										\$50,563.32				
										\$1,317.50				

TERMS OF PAYMENT(S)

The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five year average for a particular county less a \$1000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

Suggested Total Amount Encumbrance

1st Year	\$50,563.32
2nd Year	\$52,080.21
3rd Year	\$53,642.62
4th Year	\$55,251.90
5th Year	\$56,909.46
TOTAL	\$268,447.51